



CITY OF KNOXVILLE

Madeline Rogero, Mayor

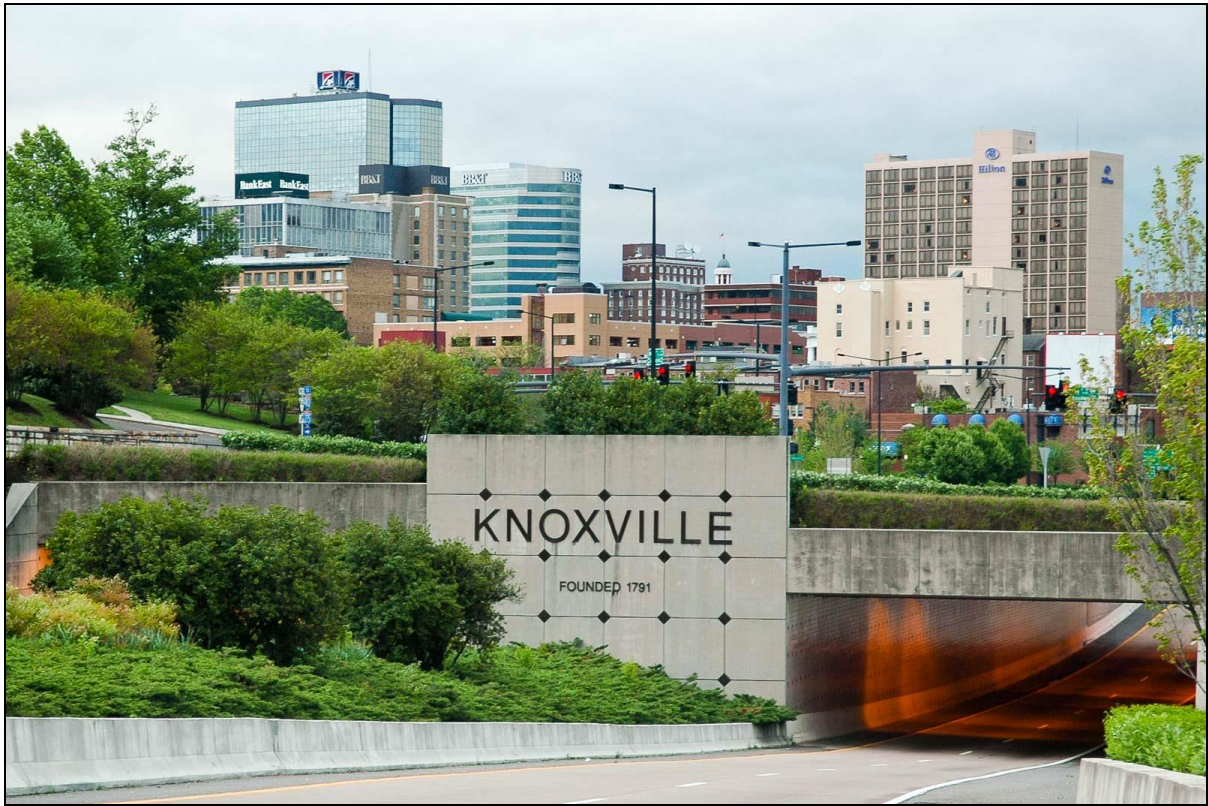


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I. Statement of Intent

The City of Knoxville is seeking proposals from a responsible individual, firm, or team to purchase and develop the City owned property identified as tax parcel 094KK025 which is comprised of four remnant parcels referenced as deed book 865 page 33, deed book 860 page 397, deed book 864 page 257, and deed book 861 page 307.

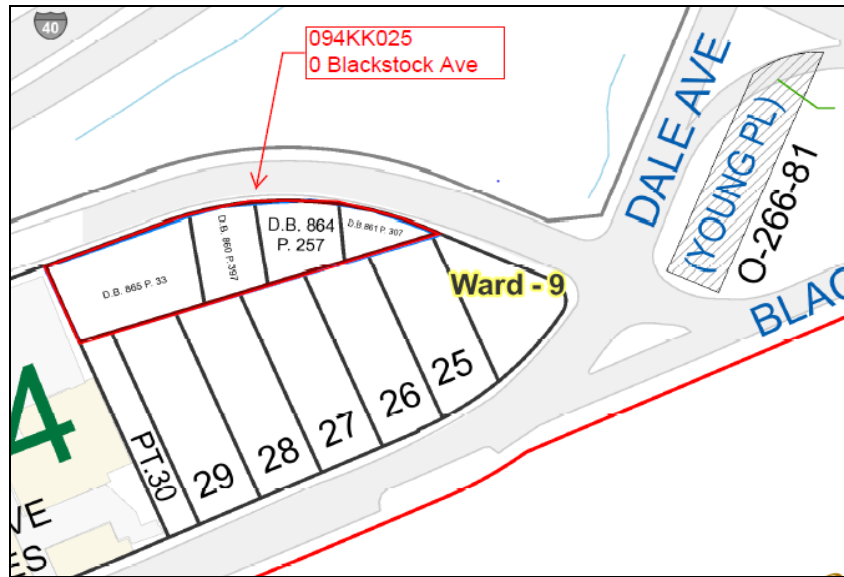
Submission of a proposal represents acceptance of and agreement to all terms and conditions detailed in the Request for Proposals.

II. RFP Time Line

Availability of RFP	June 9, 2019
Deadline for questions to be submitted in writing to Purchasing Agent	June 21, 2019
Proposals Due Date	June 28, 2019

This timetable is for the information of submitting entities. These dates are subject to change. **However, in no event shall the deadline for submission of the proposals be changed except by written modification from the City of Knoxville Purchasing Division.**

III. About the Site



The subject property, identified as tax parcel 094KK025, is comprised of remnants of four properties which were each conveyed to the City in 1951 in preparation for the construction of Interstate 40. Portions of the original properties are now part of the interstate and portions are now the right-of-way of Blackstock Avenue. The remaining remnants contain approximately .4 acres which front Blackstock Ave. and are undeveloped. The topography of the parcel is level. The property has good visual exposure to Blackstock Ave and there are two curb cuts along Blackstock Ave to this parcel. There are no known environmental conditions associated with this property.

The City makes no representations of any kind relative to the condition of the subject property or accuracy of plans. Interested parties are directed to perform their own due diligence on this property. This includes property survey, deed research, appraisal, environmental assessment, etc.

An appraisal dated 4/8/2019 (see Exhibit 1) indicates the fair market value of the property to be \$23,000.

IV. City's Goals and Vision for the Project Site

The City of Knoxville seeks proposals that will support the need for additional public parking in the area to compliment area amenities and meet the goal to improve economic revitalization of the area in the future.

V. Zoning and Other Requirements

The property is zoned I-3 (Restricted Manufacturing and Warehouse District) as are the surrounding properties. Specified uses permitted in this zoning district can be found on the City of Knoxville Code of Ordinances website [here](#).

I-3 zoning will allow the principal uses of land for manufacturing, assembling, fabricating, and for warehousing. No residential uses are allowed in I-3 except sleeping facilities that require a caretaker be employed on the premises.

It will be the responsibility of the winning proposer to comply with the processes in the zoning regulations, building code requirements, ADA requirements, construction permits, or any proposed variance(s), rezoning, etc., in accordance with regularly established processes required by the City of Knoxville.

If the use proposed does not comply with the I-3 zoning, it will be the responsibility of the winning proposer to rezone the property. In addition, the proposer will be required to follow regularly established processes required by the City of Knoxville on all building code requirements, ADA requirements, construction permits, proposed variance(s), etc.

VI. General Conditions

6.1 The following data is intended to form the basis for submission of proposals for the Purchase and Development of tax parcel 094KK025.

6.2 This material contains general conditions for the procurement process, the scope of service requested, contract requirements, instructions for submissions of proposals, and submission forms that must be included in the proposal. The RFP should be read in its entirety before preparing the proposal.

6.3 All materials submitted pursuant to this *RFP shall* become the property of the City of Knoxville.

6.4 To the extent permitted by law, all documents pertaining to this Request for Proposals shall be kept confidential until the proposal evaluation is complete and a recommendation submitted to City Council for review. No information about any submission of proposals shall be released until the process is complete, except to the members of the Evaluation Committee and other appropriate City staff. All information provided shall be considered by the Evaluation Committee in making a recommendation to enter into an agreement with the selected consultant.

6.5 Any inquiries, suggestions or requests concerning interpretation, clarification or

additional information pertaining to the RFP shall be made **in writing and be in the hands of the Assistant Purchasing Agent by the close of the business day on June 21, 2019.** Questions can be submitted by letter, fax (865-215-2277), or email to powens@knoxvilletn.gov. The City of Knoxville is not responsible for oral interpretations given by any City employee, representative, or others. The issuance of written addenda is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Request for Proposals, the Purchasing Division will post them to the City's website at www.knoxvilletn.gov/bids. Submitting organizations are strongly encouraged to view this website often to see if addenda are posted. Failure of any proposer to receive such addendum or interpretation shall not relieve such Proposer from any obligation under his proposal as submitted. All addenda so issued shall become part of the Contract Documents.

6.6 The City of Knoxville reserves the right to (a) accept or reject any and/or all submissions of proposals; (b) to waive irregularities, informalities, and technicalities; and (c) to accept any alternative submission of proposals presented which, in its opinion, would best serve the interests of the City. The City shall be the sole judge of the proposals, and the resulting negotiated agreement that is in its best interest, and its decision shall be final. The City also reserves the right to make such investigation as it deems necessary to determine the ability of any submitting entity to perform the work or service requested. Information the City deems necessary to make this determination shall be provided by the submitting entity. Such information may include, but is not limited to, current financial statements by an independent CPA, verification of availability of equipment and personnel, and past performance records.

6.7 Included in the Contract Documents is an affidavit that the undersigned has not entered into any collusion with any person in respect to this qualification. The qualifier is required to submit this affidavit with the submission. Also included is the Diversity Business Program contracting packet. Submissions must indicate on the enclosed form whether or not the proposer/qualifier intends to use subcontractors and/or suppliers from one of the defined groups. Proposers/Qualifiers are advised that the City tracks use of such use, but it does not influence or affect evaluation or award.

6.8 Subsequent to the Evaluation Committee's review and the Mayor's recommendation of a firm(s), Knoxville City Council approval may be required before the final contract may be executed.

6.9 All expenses for making a submission of proposal shall be borne by the submitting entity.

6.10 Any submission of proposals may be withdrawn up until the date and time for opening of the submissions. **Any submission not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 120 days to the City of Knoxville for the services set forth in the Request for Proposals until one or more of the submissions have been duly accepted by the City.**

6.11 Prior to submitting their proposals, proposers are to be registered with the Purchasing Division through the City of Knoxville's online Vendor Registration system. Instructions for registering on-line are available at www.knoxvilletn.gov/purchasing. **Proposals from un-registered proposers may be rejected.**

6.12 NO CONTACT POLICY: After the posting of this solicitation to the Purchasing Division's website, any contact initiated by any proposer with any City of Knoxville representative concerning this proposal is strictly prohibited, unless such contact is made with the Purchasing Division representative listed herein or with said representative's authorization. Any unauthorized contact may cause the disqualification of the proposer from this procurement transaction. Proposals must include a notarized No Contact/No Advocacy Affidavit (to be found in the "Submission Forms" section of this document).

6.13 INCLEMENT WEATHER: During periods of inclement weather, the Purchasing Division will enact the following procedures with regard to solicitations and weather delays:

- If City offices are closed due to inclement weather on the date that bids/proposals/qualifications/letters of interest are due into the Purchasing Office, all solicitations due that same day will be moved to the next operational business day.
- The City of Knoxville shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.

VII. Scope of Service

The City of Knoxville seeks proposals for the purchase and redevelopment of the City owned property identified as tax parcel 094KK025. The winning proposal will submit a project development and operating budget that is not contingent upon the approval of development assistance.

The property will be sold as is to an entity that will redevelop the property in a manner that meets the City's intent laid forth in this Request for Proposal.

7.1 Proposers should carefully Section IV "City's Goals and Vision for the Project Site" before preparing their proposals.

7.2 The City of Knoxville encourages the use of Disadvantaged Business Enterprises (DBEs), as defined in the Equal Business Opportunity Program packet (included in the Submissions Forms section of this RFP). With this in mind, the City desires that DBE subcontractors or sub-consultants be used in the design and/or construction of the development, where practical.

VIII. Contract Requirements

Submitting entities, if selected, must be willing to sign a contract with the City which will include certain provisions, among which are the following:

8.1 Contract Documents. The contract shall consist of (1) the RFP; (2) the proposal submitted by the contractor to this RFP; and (3) the contract. In the event of a discrepancy between the contract, the RFP and the submitted proposal, the terms that provide the greater benefit to the City and/or impose the greater obligation to the contractor will prevail.

8.2 Administration. The contract will be administered by the City of Knoxville Department of Redevelopment.

8.3 Invoices. Invoices for services will be submitted to the City in accordance with the contract terms.

8.4 Independent Contractor. The relationship of contractor to the City will be that of independent contractor. The contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants and subcontractors done during the performance of the contract. All services performed by the contractor shall be provided in an independent contractor capacity and not in the capacity of officers, agents, or employees of the City.

8.5 Assignment. The contractor shall not assign or transfer any interest in this contract without prior written consent of the City of Knoxville.

8.6 Indemnification and Hold Harmless. The successful proposer will be required to sign a contract with the City which contains the following indemnification clause. This indemnification clause will not be altered in any way. Failure to agree with this indemnification clause in the contract may result in the City moving to the next responsible responsive proposer.

Contractor shall defend, indemnify and hold harmless the City, its officers, employees and agents from any and all liabilities which may accrue against the City, its officers, employees and agents or any third party for any and all lawsuits, claims, demands, losses or damages alleged to have arisen from an act or omission of Contractor in performance of this Agreement or from Contractor's failure to perform this Agreement using ordinary care and skill, except where such injury, damage, or loss was caused by the sole negligence of the City, its agents or employees.

Contractor shall save, indemnify and hold the City harmless from the cost of the defense of any claim, demand, suit or cause of action made or brought against the City alleging liability referenced above, including, but not limited to, costs, fees, attorney fees, and other expenses of any kind whatsoever arising in connection with the defense of the City; and Contractor shall assume and take over the defense of the City in any such claim, demand, suit, or cause of action upon written notice and demand for same by the City. Contractor will have the right to defend the City with counsel of its choice that is satisfactory to the City, and the City will provide reasonable cooperation in the defense as Contractor may request. Contractor will not consent to

the entry of any judgment or enter into any settlement with respect to an indemnified claim without the prior written consent of the City, such consent not to be unreasonably withheld or delayed. The City shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

Contractor shall save, indemnify and hold City harmless and pay judgments that shall be rendered in any such actions, suits, claims or demands against City alleging liability referenced above.

The indemnification and hold harmless provisions of this Agreement shall survive termination of the Agreement.

8.7 Termination. The City may terminate this Agreement at any time, with or without cause, by written notice of termination to the Contractor.

If the City terminates this Agreement, and such termination is not a result of a default by the Contractor, the Contractor shall be entitled to receive as its sole and exclusive remedy the following amounts from the City, and the City shall have no further or other obligations to the Contractor: the amount due to the Contractor for work executed through the date of termination, not including any future fees, profits, or other compensation or payments which the Contractor would have been entitled to receive if this Agreement had not been terminated.

The City may, by written notice of default to the Contractor, terminate the whole or any part of this Agreement if the Contractor fails to perform any provisions of this Agreement and does not cure such failure within a period of ten (10) days (or such longer period as the Purchasing Agent may authorize in writing) after receipt of said notice from the Purchasing Agent specifying such failure. If this Agreement is terminated in whole or in part for default, the City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies or services similar to those terminated.

8.8 Reversionary Clause. The winning proposer will commence project construction within 12 months of the purchase of the property. All construction will be successfully executed and finalized, in accordance, with the proposed plan, within three (3) years of the project commencement date. Additionally, the winning proposer will, at its sole expense, obtain and maintain in full force and effect for the duration of construction on the property the following types of insurance for claims that may arise from or in

A. Property Insurance. Buyer shall, at its sole expense, obtain and maintain in full force an "All-Risk" form building and personal property insurance policy to insure this property. Insurance shall be for full replacement cost with no coinsurance penalty provision. If coinsurance is used, the property limits must be sufficient so as to avoid any coinsurance penalty or coverage reduction. Prior to purchase, buyer must furnish the City with properly executed certificates of insurance which shall clearly evidence all insurance.

B. Builder's Risk Insurance. Buyer shall procure and shall maintain or cause to be procured and maintained Builders' Risk insurance on a replacement cost basis during the

construction of the project. Insurance shall be on an “all risks” basis and shall insure against the perils of fire and extended coverage and physical loss or damage including, but not limited to, theft, vandalism, flood, earthquake, malicious mischief, collapse, temporary building and debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for architect’s services and expenses required as a result of such loss. Insurance shall cover all property of Buyer (and its Developers and/or subcontractors) at the construction site. Coverage shall cover the completed value of the construction including, without limitation, slab on grade, excavations, foundations, caissons, tenant finish work, and retaining walls around the perimeter of the project. Any exclusion of so-called underground damage to pipes, collapse of structure, or damage resulting from explosion or blasting shall be deleted. This coverage shall be issued on a completed value form basis for 100% of the insurable replacement value of the project.

8.9 The construction timeline and insurance requirements, as well as all other requirements in this Request for Proposals, will be incorporated as a possibility of reversion into the quit claim deed conveying the property to the winning proposer. If the winning proposer violates any of these requirements, ownership of the property will automatically revert back to the City with the winning proposer relinquishing all interest in the property, including any improvements made by the winning proposer.

8.10 Ethical Standards. Attention of all firms is directed to the following provisions contained in the Code of the City of Knoxville: Chapter 24, Article II, Section 24-33 entitled “Debts owed by persons receiving payments other than Salary;” Chapter 2, Article VIII, Division 11. the Contractor hereby takes notice of and affirms that it is not in violation of, or has not participated, and will not participate, in the violation of any of the following ethical standards prescribed by the Knoxville City Code:

A. Section 2-1048. Conflict of Interest.

It shall be unlawful for any employee of the city to participate, directly or indirectly, through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing or otherwise, in any proceeding or application, request for ruling or other determination, claim or controversy or other matter pertaining to any contract or subcontract and any solicitation or proposal therefore, where to the employee’s knowledge there is a financial interest possessed by:

- (1) the employee or the employee’s immediate family;
- (2) A business other than a public agency in which the employee or member of the employee’s immediate family serves as an officer, director, trustee, partner or employee; or
- (3) Any person or business with whom the employee or a member of the employee’s immediate family is negotiating or has an arrangement concerning prospective employment.

B. Section 2-1049. Receipt of Benefits from City Contracts by Council Members, Employees and Officers of the City.

It shall be unlawful for any member of council, member of the board of education, officer or employee of the city to have or hold any interest in the profits or emoluments of any

contract, job, work or service, either by himself or by another, directly or indirectly. Any such contract for a job, work or service for the city in which any member of council, member of the board of education, officer or employee has or holds any such interest is void.

C. Section 2-1050. Gratuities and Kickbacks Prohibited.

It is unlawful for any person to offer, give or agree to give to any person, while a city employee, or for any person, while a city employee, to solicit, demand, accept or agree to accept from another person, anything of a pecuniary value for or because of:

- (1) An official action taken, or to be taken, or which could be taken;
- (2) A legal duty performed, or to be performed, or which could be performed; or
- (3) A legal duty violated, or to be violated, or which could be violated by such person while a city employee.

Anything of nominal value shall be presumed not to constitute a gratuity under this section.

Kickbacks. It is unlawful for any payment, gratuity, or benefit to be made by or on behalf of a subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

D. Section 2-1051. Covenant Relating to Contingent Fees.

(a) **Representation of Contractor.** Every person, before being awarded a contract in excess of ten thousand dollars (\$10,000.00) with the city, shall represent that no other person has been retained to solicit or secure the contract with the city upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees or bona fide established commercial, selling agencies maintained by the person so representing for the purpose of securing business.

(b) **Intentional Violation Unlawful.** The intentional violation of the representation specified in subsection (a) of this section is unlawful.

E. Section 2-1052. Restrictions on Employment of Present and Former City Employees.

Contemporaneous employment prohibited. It shall be unlawful for any city employee to become or be, while such employee, an employee of any party contracting with the particular department or agency in which the person is employed.

For violations of the ethical standards outlined in the Knoxville City Code, the City has the following remedies:

- (1) Oral or written warnings or reprimands;
- (2) Cancellation of transactions; and
- (3) Suspension or debarment from being a Contractor or subcontractor under city or city-funded contracts.

The value of anything transferred in violation of these ethical standards shall be recoverable by the City from such person. All procedures under this section shall be in accord with due process requirements, included but not limited to a right to notice and

hearing prior to imposition of any cancellation, suspension or debarment from being a Contractor or subcontractor under a city contract.

8.11 Firms must comply with the President's Executive Order No. 11246 and 11375 which prohibit discrimination in employment regarding race, color, religion, sex or national origin. Firms must also comply with Title VI of the Civil Rights Act of 1964, Copeland Anti-Kick Back Act, the Contract Work Hours and Safety Standards Act, Section 402 of the Vietnam Veterans Adjustment Act of 1974, Section 503 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all of which are herein incorporated by reference.

8.12 Firms shall give consideration to the inclusion of minority firms or individuals in this project, and shall advise the city in this proposal of their efforts to do so.

8.13 Firms shall give consideration to the use of environmentally sustainable best practices, and shall advise the city in this submittal of qualifications of their efforts to do so.

8.14 Federal, State, and Local Requirements. Each submitting entity is responsible for full compliance with all laws, rules and regulations which may be applicable.

8.15 Licenses. Before a contract is signed by the City, the submitting entity, if selected, **must** provide the City Purchasing Division with a copy of its valid business license **or** with an affidavit explaining why it is exempt from the business licensure requirements of the city or county in which it is headquartered. If a contract is signed, the contractor's business license shall be kept current throughout the duration of the contract, and the contractor shall inform the City of changes in its business name or location. The contractor must be a licensed professional as required by the state of Tennessee, see T.C.A. Sections 62-2-101 et. seq., for any services in this contract requiring such licensure.

8.16 Funding. The City's performance and obligation to pay under this contract is subject to funding contingent upon an annual appropriation.

8.17 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Tennessee and its conflict of laws provisions. Venue for any action arising between the City and the Contractor from the Agreement shall lie in Knox County, Tennessee.

8.18 Subcontracts to the Agreement. Contractor shall not enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the City.

8.19 Amendments. This Agreement may be modified only by a written amendment or addendum that has been executed and approved by the appropriate officials shown on the signature page of the Agreement.

8.20 Captions. The captions appearing in the Agreement are for convenience only and are not a part of the Agreement; they do not in any way limit or amplify the provisions of the Agreement.

8.21 Severability. If any provision of the Agreement is determined to be unenforceable or invalid, such determination shall not affect the validity of the other provisions contained in the Agreement. Failure to enforce any provision of the Agreement does not affect the rights of the parties to enforce such provision in another circumstance, nor does it affect the rights of the parties to enforce any other provision of this Agreement at any time.

8.22 No Benefit for Third Parties. The services to be performed by the Contractor pursuant to the Agreement with the City are intended solely for the benefit of the City, and no benefit is conferred hereby, nor is any contractual relationship established herewith, upon or with any person or entity not a party to the Agreement. No such person or entity shall be entitled to rely on the Contractor's performance of its services hereunder, and no right to assert a claim against the City or the Contractor, its officers, employees, agents, or contractors shall accrue to the Contractor or to any subcontractors, independently retained professional consultant, supplier, fabricator, manufacturer, lender, tenant, insurer, surety, or any other third party as a result of this Agreement or the performance or non-performance of the Contractor's services hereunder.

8.23 Non-Reliance of Parties. Parties explicitly agree that they have not relied upon any earlier or outside representations other than what has been included in the Agreement. Furthermore, neither party has been induced to enter into this Agreement by anything other than the specific written terms set forth herein.

8.24 Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times shall be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.

8.25 EEO/AA. The City of Knoxville is an EE/AA/Title VI/Section 504/ADA/ADEA Employer.

8.26 By submitting a proposal, the submitting entity agrees to all terms and conditions established in this RFP, including its contract requirements.

IX. Instructions to Submitting Entities

All submissions of proposals shall comply with the following instructions. These instructions

ensure that (1) submissions contain the information and documents required by the City RFP and (2) the submissions have a degree of uniformity to facilitate evaluation.

9.1 General

Submission forms and RFP documentation may be obtained on or after June 9, 2019, at no charge from:

City of Knoxville Purchasing Division
City/County Building
400 Main Street, Room 667
Knoxville, Tennessee 37902

between 8:30 a.m. and 4:30 p.m. (Eastern Time), Monday through Friday or by calling 865/215-2070. Forms and RFP information are also available on the City web site at www.knoxvilletn.gov/bids where it can be read or printed using Adobe Acrobat Reader software.

9.2 Submission Information

Proposals shall include five (5) hard copies (one original and four duplicates—**mark the original as such**) and one electronic copy of the proposal (.pdf format on CD or USB drive only—**mark the storage device with the company name**); the electronic version shall be an exact duplicate of the original, and the electronic version will be the official document exhibited in the contract. **Electronic submissions must be included with the sealed submissions; do not email your submission.**

IMPORTANT NOTE: A minimum of one of the submitted proposals must bear an original signature, signed in ink (duplicated signatures substituted for original ink signatures may result in rejection of the proposals). This document is the official, original submission; the required copies may have copied signatures. The signature must be entered above the typed or printed name and title of the signer. All proposals must be signed by an officer of the company authorized to bind the firm to a contract.

Proposals will be received until 11:00:00 a.m. (Eastern Time) on June 28, 2019. Each proposal must be submitted in a sealed envelope addressed to:

City of Knoxville Purchasing Division
City/County Building
400 Main Street, Room 667
Knoxville, TN 37902

IMPORTANT NOTE: Each mailing envelope or carton containing a proposal or multiple copies of the proposal must be sealed and plainly marked on the outside “Purchase and Development of tax parcel 094KK025.” Proposers are reminded that the Purchasing Division receives many bids and proposals for any number of solicitations; **unlabeled submissions are extremely difficult to match to their appropriate solicitations and therefore may be rejected.**

Any proposals received after the time and date on the cover sheet will not be considered. It shall be the sole responsibility of the submitting entity to have the proposal delivered to the City of Knoxville Purchasing Division on or before that date.

Late proposals will not be considered. Proposals that arrive late due to the fault of United States Postal Service, United Parcel Service, DHL, FEDEX, any delivery/courier service, or any other carrier of any sort are still considered late and shall not be accepted by the City. Such proposals shall remain unopened and will be returned to the submitting entity upon request.

9.3 Format

The City is committed to reducing waste. Submissions of qualifications must be typed on 8.5 x 11 inch wide white paper, printed on both sides. DO NOT BIND the document; instead, staple or binder clip the submission together and place in a sealed envelope (see Paragraph 7.2). Pages must be consecutively numbered. A table of contents must be included in the proposal immediately after the title page, and each of the following numbered sections must be tabbed.

Proposals shall be structured as follows. Numbered items listed below should have a numbered tab page:

1. Title Page
2. Table of Contents
3. Submission Forms:
 - A. Form S-1
 - B. Non-Collusion Affidavit
 - C. No Contact/Advocacy Affidavit
 - D. Iran Divestment Act Certification of Noninclusion
 - E. Diversity Business Enterprise Program
4. Body of Proposal: Information which submitting entity wishes to include

NOTE: All required submission forms may be found in this solicitation document.

9.4 Evaluation of Proposals

All qualified submissions received by the deadline will be analyzed by the Evaluation Committee according to the criteria outlined in these specifications. Failure to comply with the provisions of the RFP may cause any proposal to be ineligible for evaluation. Each submittal of proposals will be initially analyzed and judged according to the evaluation criteria below. The maximum score is 100 points.

The City reserves full discretion to determine the capability of proposing entities. Proposers, if asked, will provide, in a timely manner, any and all information that the City deems necessary to make such a decision. In addition to materials provided in the written responses to this RFP, the Committee may request additional material, information, references, a site visit, or a live test demonstration from the submitting entity or others.

The Evaluation Committee may or may not decide to interview any or all proposing entities at a

time and date determined by the City in order to address questions and more fully ascertain how the solution to this project satisfies the evaluation criteria. Firms and/or teams responding to this Request for Proposals shall be available for interviews with the Evaluation Committee. Discussions may be conducted with responsible submitting entities for purposes of clarification to assure full understanding of and conformance to the RFP requirements. Selection shall be based on the firms' qualifications applicable to the scope and nature of the services to be performed per this request for proposals. Determination of firms' qualifications shall be based on their written responses to this Request for Proposals and information presented to the Evaluation Committee during oral interviews, if any.

In addition to materials provided in the written responses to this Request for Proposals, the Committee may request additional material, information, or references from the submitting entity or others.

Provided it is in the best interest of the City of Knoxville, the firm or team determined to be the most responsive to the City of Knoxville, taking into consideration the evaluation factors set forth in this Request for Proposals, will be selected to begin contract negotiations. The firm or team selected will be notified at the earliest practical date and invited to submit more comprehensive information if necessary. If no satisfactory agreement can be reached with the "most responsive firm," the City may elect to negotiate with the next best and most responsive firm or team.

X. Evaluation Criteria

An evaluation team, composed of representatives of the City, will evaluate proposals on a variety of quantitative and qualitative criteria. Upon receipt of proposals, the City will review to determine whether the proposal is acceptable or non-acceptable based on the criteria outlined below.

The criteria and the associated weights upon which the evaluation of the proposals will be based include, but are not limited to, the following:

1. Development plan – Developers proposed conformance to the City’s desired goals and vision for the project site. Describe briefly the benefit to the surrounding community. (See Section VI) – **40 points**
2. Financial capacity – Present detailed development budget along with funding source(s) – **20 points**
3. Qualification and experience – List the team member(s) appointed to this project and state any experience with similar/like size projects – **20 points**
4. Proposed development time line – Present expected project start date as well as completion date and other significant milestone dates – **10 points**
5. Property purchase price – **10 points**

Submission Forms

**CITY OF KNOXVILLE
REQUEST FOR PROPOSALS
PURCHASE AND DEVELOPMENT OF
1200 McCALLA AVENUE**

Submission Form S-1

**Proposals to be Received by 11:00:00 a.m., Eastern Time; June 28, 2019; in Room 667-674,
City/County Building; Knoxville, Tennessee.**

IMPORTANT: Proposals shall include five (5) hard copies (one original and four duplicates—**mark the original as such**) and one electronic copy of the proposal (.pdf format on CD or USB drive only—**mark the storage device with the company name**); the electronic version shall be an exact duplicate of the original, and the electronic version will be the official document exhibited in the contract. **Electronic submissions must be included with the sealed submissions; do not email your submission.**

Please complete the following:

Legal Name of Proposer: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Contact Person: _____

Email Address: _____

Signature: _____

Name and Title of Signer: _____

Note: Failure to use these response sheets may disqualify your submission.

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

- (1) He/She is the _____ of _____, the firm that has submitted the attached Proposal;
- (2) He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said firm nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm or person to submit collusive or sham proposal in connection with the contract or agreement for which the attached Proposal has been submitted or to refrain from making a proposal in connection with such contract or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Knoxville or any person interested in the proposed contract or agreement; and
- (5) The proposal of service outlined in the Proposal is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties including this affiant.

(Signed): _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20__.

NOTARY PUBLIC

My Commission expires _____

No Contact/No Advocacy Affidavit

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

(1) He/She is the owner, partner, officer, representative, or agent of _____
_____, the Proposer that has submitted the attached Proposal;

(2) The Proposer _____ swears or affirms that he/she will abide by the following “No Contact” and “No Advocacy” clauses:

a) **NO CONTACT POLICY:** After the posting of this solicitation to the Purchasing Division's website, any contact initiated by any proposer with any City of Knoxville representative concerning this proposal is strictly prohibited, unless such contact is made with the Assistant Purchasing Agent (Penny Owens). Any unauthorized contact may cause the disqualification of the proposer from this procurement transaction.

b) **NO ADVOCATING POLICY:** To ensure the integrity of the review and evaluation process, companies and/or individuals submitting proposals for any part of this project, as well as those persons and/or companies representing such proposers, may not lobby or advocate to the City of Knoxville staff including, but not limited to, members of City Council, Office of the Mayor, or any other City staff.

Any company and/or individual who does not comply with the above stated “No Contact” and “No Advocating” policies may be subject to having their proposal rejected from consideration.

Signed: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 2_____.

My commission expires: _____

IRAN DIVESTMENT ACT

Certification of Noninclusion

NOTICE: Pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes a person ineligible to contract with the state of Tennessee; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. A list of entities ineligible to contract in the State of Tennessee Department of General Services or any political subdivision of the State may be found here:

[https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List of persons pursuant to Tenn. Code Ann. 12-12-106 Iran Divestment Act updated 7.7.17.pdf](https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_7.7.17.pdf)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. § 12-12-106.

Vendor Name (Printed)	Address
By (Authorized Signature)	Date Executed
Printed Name and Title of Person Signing	

NOTARY PUBLIC:

Subscribed and sworn to before me this _____ day of _____, 2_____.

My commission expires:_____

DIVERSITY BUSINESS ENTERPRISE (DBE) PROGRAM

The City of Knoxville strongly encourages prime contractors to employ diverse businesses in the fulfillment of contracts/projects for the City of Knoxville.

The City of Knoxville's Fiscal Year 2019 goal is to conduct 4.03% of its business with minority-owned businesses, 16.3% of its business with woman-owned businesses, and 39.77% with small businesses.

While the City cannot engage (pursuant to state law) in preferential bidding practices, the City does **strongly encourage** prime contractors to seek out and hire diverse businesses in order to help the City meet its goals as stated above. As such, the City encourages prime contractors to seek out and consider competitive sub-bids and quotations from diverse businesses.

For DBE tracking purposes, the City requests that prime contractors who are bidding, proposing, or submitting statements of qualifications record whether or not they plan to employ DBE's as sub-contractors or consultants. With that in mind, please fill out, sign and submit (with your bid/proposal) the following sub-contractor/ consultant statement.

CITY OF KNOXVILLE DIVERSITY BUSINESS DEFINITIONS

Diversity Business Enterprise (DBE's) are minority-owned (MOB), women-owned (WOB), service-disabled veteran-owned (SDVO), and small businesses (SB), who are impeded from normal entry into the economic mainstream because of past practices of discrimination based on race or ethnic background. These persons must own at least 51% of the entity and operate or control the business on a daily basis.

Minority: A person who is a citizen or lawful admitted permanent resident of the United States and who is a member of one (1) of the following groups:

- a. African American, persons having origins in any of the Black racial groups of Africa;
- b. Hispanic American, persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race;
- c. Native American, persons who have origin in any of the original peoples of North America ;
- d. Asian American, person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

Minority-owned business (MOB) is a continuing, independent, for profit business that performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more minority individuals.

Woman-owned business (WOB) is a continuing, independent, for profit business that performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more women.

Service Disabled Veteran-owned business (SDOV) is a continuing, independent, for profit business that performs a commercially useful function, owned by any person who served honorably on active duty in the armed forces of the United States with at least a twenty percent (20%) disability that is service connected. Meaning such disability was incurred or aggravated in the line of duty in the active military, naval or air service, and is at least fifty-one percent (51%) owned and controlled by one (1) or more service disabled veteran.

Small Business (SB) is a continuing, independent, for profit business which performs a commercially useful function and has total gross receipts of not more than ten million dollars (\$10,000,000) average over a three-year period or employs no more than ninety-nine (99) persons on a full-time basis.

Subcontractor/Consultant Statement
(TO BE SUBMITTED IN THE BID/PROPOSAL ENVELOPE)

We _____ do certify that on the
(Bidder/Proposer Company Name)

_____ (Project Name)

\$ _____
(Amount of Bid)

Please select one:

Option A: Intent to subcontract using Diverse Businesses

A Diversity business will be employed as subcontractor(s), vendor(s), supplier(s), or professional service(s). The estimated **dollar value** of the amount that we plan to pay is:

\$ _____.
Estimated Amount of Subcontracted Service

Diversity Business Enterprise Utilization			
Description of Work/Project	Amount	Diverse Classification (MOB, WOB, SB, SDOV)	Name of Diverse Business

Option B: Intent to perform work “without” using Diverse Businesses

We hereby certify that it is our intent to perform 100 % of the work required for the contract, work will be completed without subcontracting, or we plan to subcontract with non-Diverse companies.

DATE: _____ COMPANY NAME: _____

SUBMITTED BY: _____ TITLE: _____
(Authorized Representative)

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NO: _____

SALES COMPARISON APPROACH

14. LAND VALUE ANALYSIS

ADJUST SALES TO SUBJECT USING (Plus +, Subject Better)(Minus -, Subject Poorer) Using Dollar Adjustments Only. If the land is broken down and assigned more than one unit value, additional sales must be shown supporting each value.

(A) ANALYSIS OF COMPARABILITY (Insert Comp. Sale No's. from Brochure or Attachments)

Inspection Date		Sale No. <u>1</u>		Sale No. <u>2</u>		Sale No. <u>3</u>	
CASH EQUIVALENT Sales Price		\$50,000		\$22,000		\$49,500	
Date of Sale	# of Periods	11/21/2017		12/20/2017		6/8/2018	
% Per Period	Time Adj.	0.0	0.00%	0.0	0.00%	0.0	0.00%
Sales Price Adj. for Time		\$50,000		\$22,000		\$49,500	
Proximity to Subject		< ¼ mile nw		< ¼ mile nw		< ½ mile north	
Unit Value Land SF <input checked="" type="checkbox"/> FF <input type="checkbox"/> Acre <input type="checkbox"/> Lot <input type="checkbox"/>		\$2.80		\$2.82		\$1.74	
Elements	Subject	Description	(+)(-) Adj.	Description	(+)(-) Adj.	Description	(+)(-) Adj.
Location (A)	Average	Average		Average		Average	
Size (B)	0.36 ac.	0.41 ac		0.17 ac		0.65 ac	
Shape (C)	Irregular	Rectangular -25%	-\$0.70	Rectangular -25%	-\$0.70	Rectangular -25%	-\$0.44
Site/View (D)	Average	Average		Average		Average	
Topography (E)	Level	Level		Level		Level	
Access (F)	Adequate	Adequate		Adequate		Adequate	
Zoning (G)	I-3	C-3		C-3		I-3	
Utilities Available (H)	W,E,G,S	W,E,G,S		W,E,G,S		W,E,G,S	
Encumbrances Easements, etc. (I)	None noted	None noted		None noted		None noted	
Off-Site Improvements (J)	Paved Road	Paved Road		Paved Road		Paved Road	
On-Site Improvements (K)	N/A	N/A		N/A		N/A	
Other Adj. (Specify) (L)							
(M)							
(N)							
NET ADJUSTMENTS		(+)(-)	(\$ 0.70)	(+)(-)	(\$ 0.70)	(+)(-)	(\$ 0.44)
ADJUSTED INDICATED UNIT VALUE			\$ 2.10		\$ 2.12		\$ 1.30
(B) TOTAL INDICATED VALUE OF SUBJECT LAND				$\left(\frac{15,545 \times \$1.50}{\text{Correlated Unit Value X Units}} \right)$		$\frac{\$23,318}{\$23,000} \quad (R)$	

COMMENTS:

Land is being valued on a per SF basis. The subject property is a 0.36-acre vacant tract that is zoned I-3. After thoroughly researching market data, the 3 most comparable sales are listed. All three sales are fairly level and at road grade, similar to the subject. The sales are commercial properties with Sale 3 having the same I-3 zoning. While all sales are valid indicators of value, sale 3 is given the most weight due to similar zoning and uses permitted. All sales were reduced by 25% to reflect the irregular shape of the subject. An estimate for the subject of \$23,000, is considered reasonable and will be used as the unit value for the subject. The current market conditions indicate that values are stable in the subject neighborhood.

17. EXPLANATION and/or BREAKDOWN OF LAND VALUES:

(A) VALUATION OF LAND

LAND	<u>15,545</u>	S.F.	<input checked="" type="checkbox"/> F.F.	<input type="checkbox"/> ACRE	<input checked="" type="checkbox"/> LOT	<input type="checkbox"/> @	\$ <u>\$1.50</u>	(Average) Per Unit	\$ <u>23,000</u>
LAND	_____	S.F.	<input type="checkbox"/> F.F.	<input type="checkbox"/> ACRE	<input type="checkbox"/> LOT	<input type="checkbox"/> @	\$ _____	(Average) Per Unit	\$ _____
LAND	_____	S.F.	<input type="checkbox"/> F.F.	<input type="checkbox"/> ACRE	<input type="checkbox"/> LOT	<input type="checkbox"/> @	\$ _____	(Average) Per Unit	\$ _____
LAND	_____	S.F.	<input type="checkbox"/> F.F.	<input type="checkbox"/> ACRE	<input type="checkbox"/> LOT	<input type="checkbox"/> @	\$ _____	(Average) Per Unit	\$ _____
LAND	_____	S.F.	<input type="checkbox"/> F.F.	<input type="checkbox"/> ACRE	<input type="checkbox"/> LOT	<input type="checkbox"/> @	\$ _____	(Average) Per Unit	\$ _____

REMARKS

18. APPROACHES TO VALUE CONSIDERED

(A) Indicated Value of	<input checked="" type="checkbox"/> Entire Tract	<input type="checkbox"/> Part Affected from SALES SURVEY	\$ <u>23,000</u>
(B) Indicated Value of	<input type="checkbox"/> Entire Tract	<input type="checkbox"/> Part Affected from COST APPROACH	\$ _____
(C) Indicated Value of	<input type="checkbox"/> Entire Tract	<input type="checkbox"/> Part Affected from INCOME APPROACH	\$ _____

(D) RECONCILIATION: (Which approaches were given most consideration) (Single-Point Conclusion Should be Reasonably Rounded)
The subject tract is a vacant tract. The sales comparison approach is the most applicable and was used in this value estimate.

19. FAIR MARKET VALUE of	<input checked="" type="checkbox"/> Entire Tract	<input type="checkbox"/> Part Affected.....	\$ <u>23,000</u>
(A) TOTAL AMOUNT DUE OWNER if	<input type="checkbox"/> Entire Tract	<input type="checkbox"/> Part Affected Acquired.....	\$ _____
(B) AMOUNT ATTRIBUTABLE TO:	Land	\$ _____	Improvements \$ _____

REMARKS

PHOTOGRAPHS

26.

An adequate number of photographs of all improvements acquired or damaged or of land showing and unusual features shall be included in each appraisal. **(Even though there are no unusual features that would affect the land value, a minimum of one photograph is required of vacant land.)** Each photograph shall be properly identified on the front or back with unalterable identification showing the following: PROJECT NUMBER, TRACT NUMBER, SUBJECT, and DATE PICTURE TAKEN.



Front



Street View



View facing east

PURPOSE OF APPRAISAL

The purpose of the appraisal is to estimate market value.. The value estimate in this report is based on market value. See "Definition of Market Value" below.

DEFINITION OF MARKET VALUE

All estimates of value prepared for agency acquisitions shall be based on market value estimates –as Market Value is set forth in the Tennessee Pattern Jury Instructions to wit: "the amount of money which a purchaser, willing but under no compulsion to buy, would pay, and which a seller, willing but under no compulsion to sell, would accept, taking into consideration all the legitimate uses to which the property was adaptable and might in reason be applied".

PROPERTY RIGHTS APPRAISED

Basic underlying property rights considered herein are those of a 100% ownership position in Fee Simple, defined as: "absolute ownership, unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat." *The Appraisal of Real Estate, 12th ed. Chicago, IL.*

Any and all liens have been disregarded. The property is assumed to be free and clear of all encumbrances except easements or other restrictions as noted on the title report or during physical inspection of the property and mentioned in this report.

INTENDED USE

The intended use of this appraisal is to assist the City of Knoxville in estimating market value.

INTENDED USER

The intended user of this report is the City of Knoxville.

NOTE: If this appraisal is limited to the area affected by the acquisition for the proposed project and consists of only a part of the whole property, the value for the portion appraised cannot be used to estimate the value of the whole by mathematical extension.

Plans for the proposed construction, including cross sections of cuts and fills for the subject property, have been considered in arriving at the estimates of market value.

ATTACHMENTS

Sales information and/or other pertinent information, which is part of this appraisal report and referenced in the text of this appraisal, can be found:

 X attached at the end of this report.

 in a related market data brochure prepared for this project and which becomes a part of this report.

SCOPE OF WORK

The City of Knoxville has requested an appraisal to estimate the market value of the property described herein for the purpose of acquisition or disposition. In accordance with the client’s request, appropriate/required inspections and investigations have been conducted to gain familiarity with the subject of this report and the market in which it would compete if offered for sale.

Reliable data-subscription services have been utilized as the primary search tool for transfers of vacant land as well as improved properties. Deeds have been read and interviews with property owners and project-area real estate professionals conducted to the extent necessary to gain clarity and market perspective sufficient to develop credible opinions of use and value. Where construction costs are an integral part of the valuation pursuit, national cost services have been employed, but supplemented by local suppliers and contractors where necessary.

Applicable and customary approaches to value have been considered. Each of the traditional approaches to value have been processed or an explanation provided for the absence of one or more in the valuation of the subject property. For acquisition appraisals, furnished Right-of-Way plans have been utilized to visualize the property in an after-state where there is a remainder. Damages and/or special benefits have been considered for all remainders. As well, for acquisition appraisals, a “Formal” appraisal includes all real property aspects of the “Larger Parcel” as defined in this report or the tract as shown on the right-of-way plans, in the acquisition table, or extant on the ground at the time of inspection or date of possession. A “Formal Part-Affected” appraisal generally constitutes something less than a consideration of the entire tract, but in no way diminishes the amount due owner had a “Formal” appraisal been conducted.

Acquisition appraisals are conducted in accordance with Tennessee’s State Rule which asserts that the part acquired must be paid for and that special benefits can only offset damages. Further, the public improvement project or its anticipation cannot be considered in the “before” value estimate; however, when there is a “remainder”, the public improvement project must be considered as to its influence on said remainder.

GENERAL LIMITING CONDITIONS & ASSUMPTIONS

This appraisal report has been made with the following general limiting conditions and assumptions:

- (1) The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
- (2) Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purposes by any person other than the party to whom it is addressed without the written consent of the appraiser and in any event, only with proper written qualification and only in its entirety.
- (3) The appraiser herein by reason of this appraisal is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.
- (4) Neither all nor any part of the contents of this report (*especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected*) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.
- (5) The value estimate is based on building sizes calculated by the appraiser from exterior dimensions taken during the inspection of the subject property. Land areas are based on the Acquisition Table unless otherwise noted in this report.
- (6) No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
- (7) The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
- (8) Responsible ownership and competent property managements are assumed.
- (9) The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
- (10) All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
- (11) It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
- (12) It is assumed that there is full compliance with all-applicable federal, state and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.
- (13) It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless nonconformity has been stated, defined, and considered in the appraisal report.

State Project No. N/A County Knox Tract No. N/A
Federal Project No. N/A Name of Appraiser Christopher B. Ruberg

- (14) It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
- (15) It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.
- (16) Unless otherwise stated in this report, the appraiser did not observe the existence of hazardous material, which may or may not be present on the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, area-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no additional materials on the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them or the costs involved to remove them. The appraiser reserves the right to revise the final value estimate if such substances are found on or in the property.
- (17) The Americans with Disabilities Act (“ADA”) became affective January 26, 1992. We have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the ADA. If so, this fact could affect the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible non-compliance with the requirements of the ADA in estimating the value of the subject property.

State Project No. N/A County Knox Tract No. N/A
 Federal Project No. N/A Name of Appraiser Christopher B. Ruberg

CERTIFICATE OF APPRAISER

I hereby certify that to the best of my knowledge and belief:

- (1) That I have personally inspected the property herein appraised and that I have also made a personal field inspection of the comparable sales relied upon in making said appraisal. The subject and the comparable sales relied upon in making said appraisal were represented by the photographs contained in said appraisal and/or market data brochure.
- (2) The statements of fact contained in this appraisal are true and correct.
- (3) The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, unbiased professional analyses, opinions, and conclusions.
- (4) ~~That I understand that said appraisal is to be used in connection with the acquisition of right-of-way for a highway to be constructed by the State of Tennessee with without , the assistance of Federal aid highway funds, or other Federal funds.~~
- (5) That such appraisal has been made in conformity with the appropriate State laws, regulations and policies and procedures applicable to appraisal of right-of-way for such purposes; and that to the best of my knowledge no portion of the value assigned to such property consists of items which are noncompensable under the established law of said State.
- (6) That any increase or decrease in the fair market value of real property prior to the date of valuation caused by the public improvement for which said property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, will be disregarded in determining the compensation for the property.
- (7) That neither my employment nor my compensation is contingent upon the reporting of a predetermined value or direction in value that favors that cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
- (8) I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
- (9) That I have not revealed the findings and results of such appraisal to anyone other than the proper officials of the City of Knoxville and I will not do so until so authorized by officials, or until I am released from this obligation by having publicly testified to such findings.
- (10) That no one, in the development of use and value conclusions, provided significant professional assistance to the person signing this report. (If there are exceptions, the name of each individual providing significant professional assistance is attached herewith.)
- (11) That my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice.

(12) THAT the OWNER (Name) City of Knoxville was contacted on (Date) 04/4/2019 .

In Person By Phone *By Mail, and was given an opportunity for he or his designated representative

(Name) N/A to accompany the appraiser during his or her inspection of the subject

property. The owner or his representative Declined Accepted to accompany appraiser on (Date) _____ .

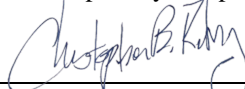
**If by mail attach copy to 2A-12*

Date(s) of inspection of subject 4/4/2019

Date(s) of inspection of comparable sales 4/4/2019

- (13) That the centerline and/or right-of-way limits were staked sufficiently for proper identification on this tract.
- (14) That the roadway cross sections were furnished to me and/or made available and have been used in the preparation of this appraisal.
- (15) That my (our) opinion of the fair market value of the subject as of the 4th day of April , 2019.

is \$23,000 Based upon my independent appraisal and the exercise of my professional judgment.

Appraiser's Signature  Date of Report 4/08/2019

State of Tennessee Certified Residential Real Estate Appraiser License Number 2708

Additional Appraiser's Signature _____

VACANT LAND

MARKET DATA

(Sales & Rentals)

Address or General Location Unaka St., Knoxville, TN

Directions to Property NE Corner of Unaka St. and Logan Ave.

Tax Map and Parcel No. 094KN021,22,23,24 Inst. # 201711290033273 Property Rights Fee simple

Grantor Jack Benhayon Grantee BR FMC Knoxville Investments

Date of Sale 11/21/2017 Verified Consideration \$50,000 Verified Deed

Financing: Type Unknown Interest Rate N/A Terms _____

MOTIVATION OF SALE Assemblage for development

PHYSICAL CHARACTERISTICS

Land Area: Sq.Ft. 17,859 Acres 0.41 Dimensions 114 x 146 Frontage 146 Depth 114

Shape Rectangular Site/View Average

Topography Level Access Adequate

On-Site Improvements None at time of sale

Encumbrances: (Easements, etc.) Typical assumed.

OFF SITE IMPROVEMENTS: Paved Street Gravel Road Sidewalk Curb Gutters

UTILITIES AVAILABLE: Water Electric Telephone Gas Sewer Septic System

Zoning C-3 Highest and Best Use Commercial Development

COMMENTS:

Four parcels were bought from prior owner for investment.

VERIFIED Sales Price..... \$ 50,000

(1) Adj. for Property Rights Conveyed.....\$ _____

(2) Adj. for Financing Terms.....\$ _____

(3) Adj. for Conditions of Sale.....\$ _____

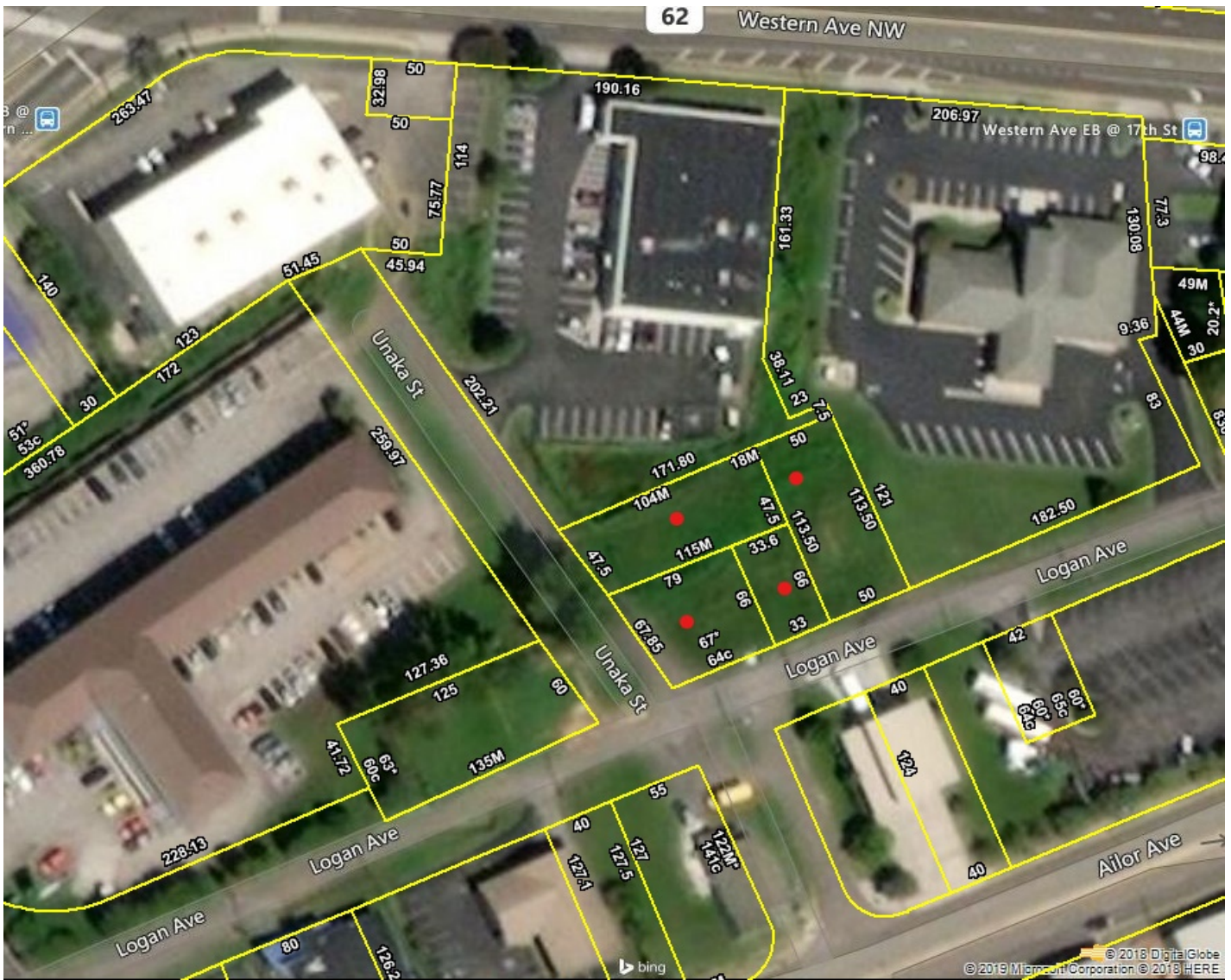
CASH EQUIVALENT Sales Price of Comparable Sale..... \$ 50,000

ADJUSTED UNIT OF COMPARISON

\$2.80 Per Sq. Ft. _____ Per Acre _____ Per F.F. _____ Per Lot _____

State Project No. Blackstock County _____ Sale or Rental No. 1

Federal Project No. _____ Name of Appraiser Christopher B. Ruberg Date 4/4/2019



State Project No. _____ County _____ Sale or Rental No. 1

Federal Project No. _____ Name of Appraiser Christopher B. Ruberg Date 4/4/2019

VACANT LAND

MARKET DATA

(Sales & Rentals)

Address or General Location 603 Unaka St., Knoxville, TN

Directions to Property NW Corner of Unaka St. and Logan Ave.

Tax Map and Parcel No. 094KV013 Inst. # 201712220038578 Property Rights Fee simple

Grantor Robert Delius Grantee Sisi Al Constructions

Date of Sale 12/20/2017 Verified Consideration \$22,000 Verified Deed

Financing: Type Unknown Interest Rate N/A Terms _____

MOTIVATION OF SALE Development

PHYSICAL CHARACTERISTICS

Land Area: Sq.Ft. 7,797 Acres 0.18 Dimensions 135 x 60 Frontage 135 Depth 60

Shape Rectangular Site/View Average

Topography Level Access Adequate

On-Site Improvements None at time of sale

Encumbrances: (Easements, etc.) Typical assumed.

OFF SITE IMPROVEMENTS: Paved Street Gravel Road Sidewalk Curb Gutters

UTILITIES AVAILABLE: Water Electric Telephone Gas Sewer Septic System

Zoning C-3 Highest and Best Use Commercial Development

COMMENTS:

VERIFIED Sales Price..... \$ 22,000

(1) Adj. for Property Rights Conveyed.....\$ _____

(2) Adj. for Financing Terms.....\$ _____

(3) Adj. for Conditions of Sale.....\$ _____

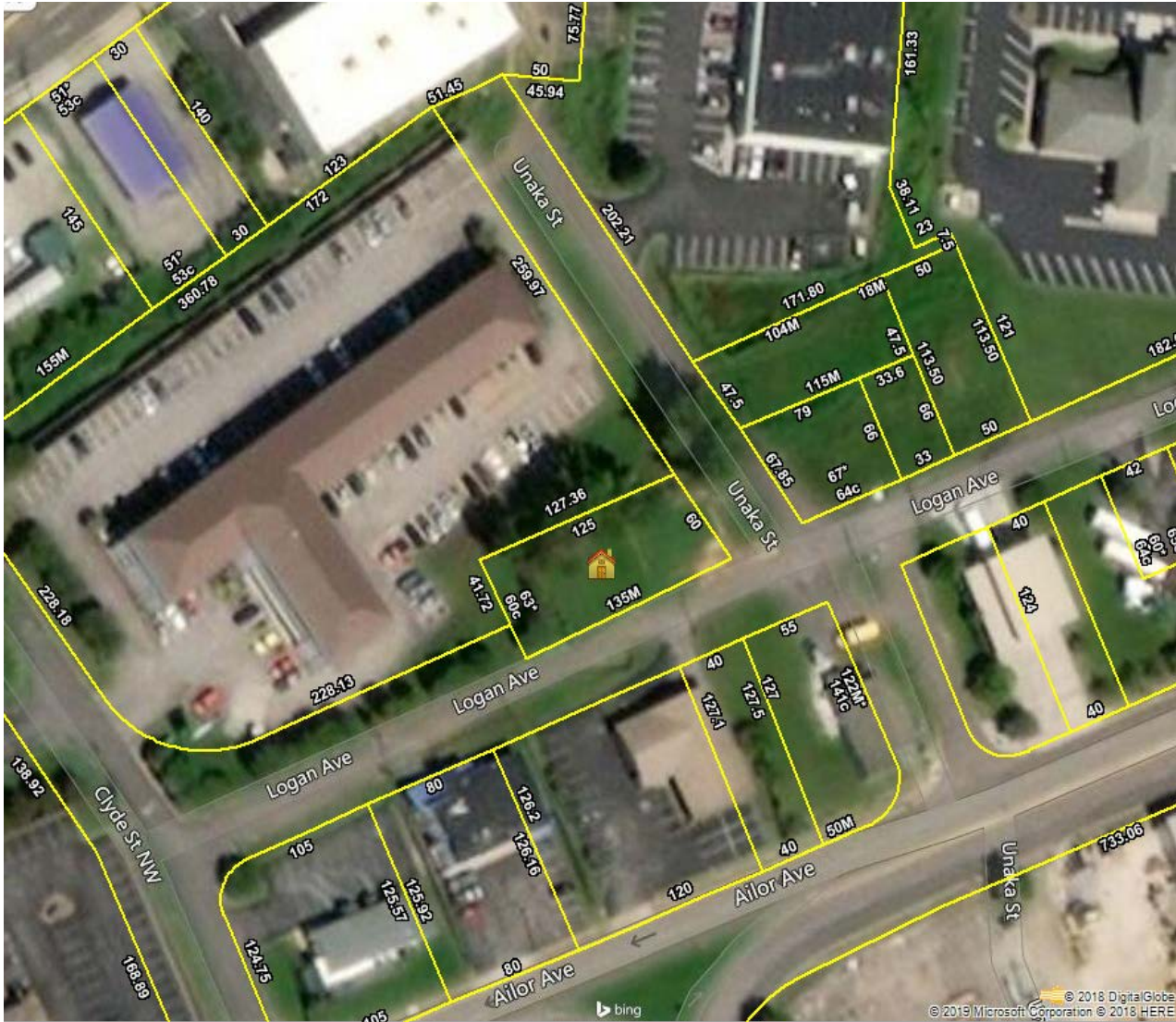
CASH EQUIVALENT Sales Price of Comparable Sale..... \$ 22,000

ADJUSTED UNIT OF COMPARISON

\$2.82 Per Sq. Ft. _____ Per Acre _____ Per F.F. _____ Per Lot _____

State Project No. Blackstock County _____ Sale or Rental No. 2

Federal Project No. _____ Name of Appraiser Christopher B. Ruberg Date 4/4/2019



State Project No. _____ County _____ Sale or Rental No. 2

Federal Project No. _____ Name of Appraiser Christopher B. Ruberg Date 4/4/2019

VACANT LAND

MARKET DATA
(Sales & Rentals)

Address or General Location 914 Richards St., Knoxville, TN

Directions to Property Corner of Bernard Ave. and Richards Street.

Tax Map and Parcel No. 094CH003,004,005,006 Inst. # 20806130073796 Property Rights Fee simple

Grantor 626 Bernard Avenue LLC Grantee Anthony Saffles

Date of Sale 06/08/2018 Verified Consideration \$49,500 Verified Deed

Financing: Type Unknown Interest Rate N/A Terms _____

MOTIVATION OF SALE Development

PHYSICAL CHARACTERISTICS

Land Area: Sq.Ft. 28,314 Acres 0.65 Dimensions 117x150 Frontage 150 Depth 117

Shape Rectangular Site/View Average

Topography Level Access Adequate

On-Site Improvements None at time of sale

Encumbrances: (Easements, etc.) Typical assumed.

OFF SITE IMPROVEMENTS: Paved Street Gravel Road Sidewalk Curb Gutters

UTILITIES AVAILABLE: Water Electric Telephone Gas Sewer Septic System

Zoning C-3 Highest and Best Use Commercial Development

COMMENTS: 4 Parcels bought on one deed for future development.

VERIFIED Sales Price..... \$ 49,500

(1) Adj. for Property Rights Conveyed.....\$ _____

(2) Adj. for Financing Terms.....\$ _____

(3) Adj. for Conditions of Sale.....\$ _____

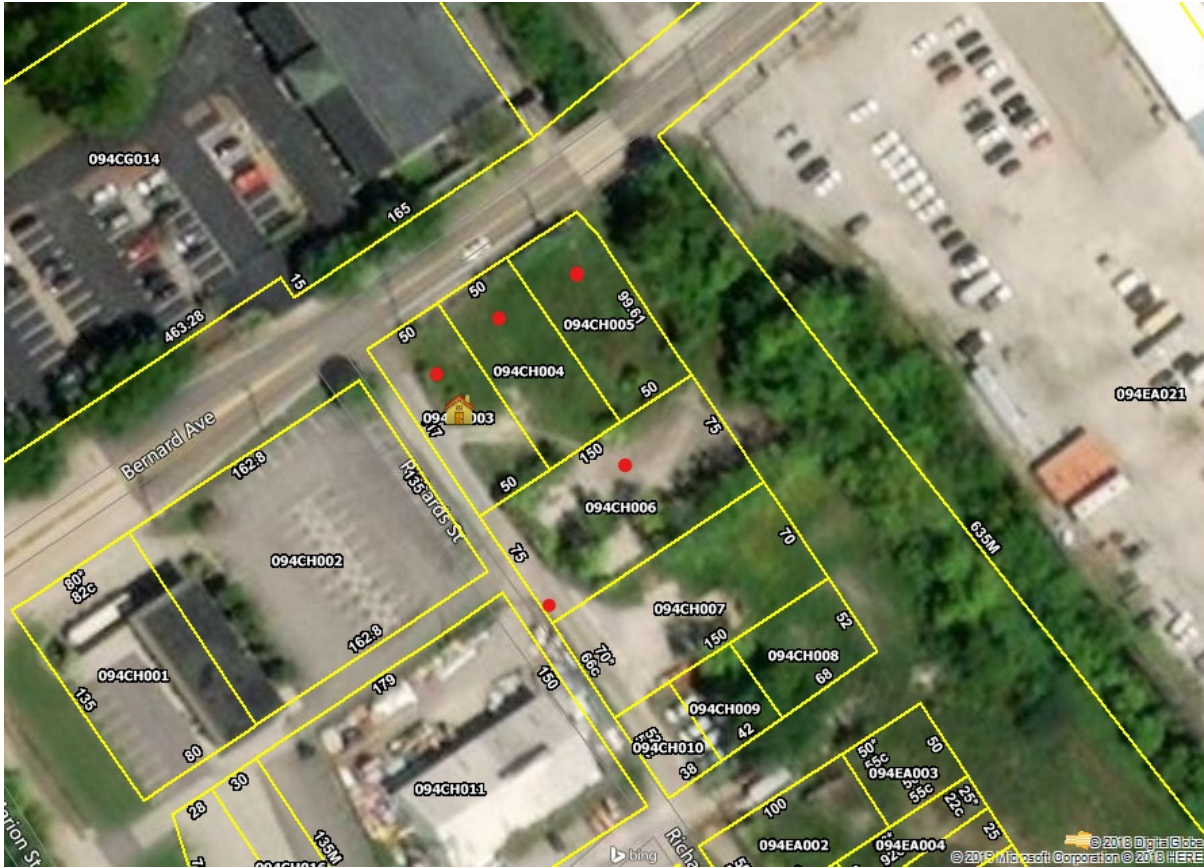
CASH EQUIVALENT Sales Price of Comparable Sale..... \$ 49,500

ADJUSTED UNIT OF COMPARISON

\$1.74 Per Sq. Ft. _____ Per Acre _____ Per F.F. _____ Per Lot _____

State Project No. Blackstock County _____ Sale or Rental No. 3

Federal Project No. _____ Name of Appraiser Christopher B. Ruberg Date 4/4/2019



State Project No. _____ County _____ Sale or Rental No. _____

Federal Project No. _____ Name of Appraiser Christopher B. Ruberg Date 4/4/2019